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**DONOVAN E. WALKER**  
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September 1, 2016

**VIA HAND DELIVERY**

Jean D. Jewell, Secretary  
Idaho Public Utilities Commission  
472 West Washington Street  
Boise, Idaho 83702

Re: Case No. IPC-E-16-20  
Boise City Solar, LLC – Application for Approval of First Amendment to  
Energy Sales Agreement

Dear Ms. Jewell:

Enclosed for filing in the above matter please find an original and seven (7) copies of Idaho Power Company's Application for Approval of First Amendment to Energy Sales Agreement.

Very truly yours,



Donovan E. Walker

DEW:csb  
Enclosures

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Attorney for Idaho Power Company

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION	)	
OF IDAHO POWER COMPANY FOR	)	CASE NO. IPC-E-16-20
APPROVAL OF THE FIRST AMENDMENT	)	
TO THE ENERGY SALES AGREEMENT	)	APPLICATION FOR APPROVAL
BETWEEN IDAHO POWER COMPANY	)	OF FIRST AMENDMENT TO
AND BOISE CITY SOLAR, LLC.	)	ENERGY SALES AGREEMENT
	)	

Idaho Power Company ("Idaho Power"), in accordance with RP 52 and the applicable provisions of the Public Utility Regulatory Policies Act of 1978 ("PURPA"), hereby respectfully applies to the Idaho Public Utilities Commission ("Commission") for an order approving the First Amendment to the Energy Sales Agreement for the Boise City Solar, LLC Project ("Amendment"), attached hereto as Attachment 1. Boise City Solar, LLC, is a PURPA qualifying facility ("QF"). This Amendment changes the QF's name in the Energy Sales Agreement ("ESA"), corrects a typographical error in Article 7.4 of the ESA, and updates Appendix B to the ESA with corrected information.

In support of this Application, Idaho Power represents as follows:

## **I. INTRODUCTION AND BACKGROUND**

1. Idaho Power and Boise City Solar, LLC ("Seller") entered into an ESA on July 17, 2014, for the purchase and sale of energy produced by the Boise City Solar, LLC ("Facility") located near Boise, Idaho. This ESA was approved by the Commission in Order No. 33180, Case No. IPC-E-14-20, on November 14, 2014.

2. On September 17, 2015, the parties to the ESA executed an Assignment and Assumption Agreement whereby Boise City Solar, LLC, was assigned and transferred to ID Solar 1, LLC. Subsequent to that Assignment and Assumption Agreement, ID Solar 1, LLC, desires to change the name of the Facility as contained in the ESA from Boise City Solar, LLC, to ID Solar 1.

3. The parties identified a typographical error in Article 7.4 of the ESA where "Percentage" was omitted in the second sentence of that article, which should state "Pricing Adjustment Percentage" to match the defined term in Article 1.34. In addition, the parties agree that Appendix B to the ESA contains incorrect Facility description information and desire to replace the appendix with an updated and corrected replacement appendix.

4. On August 8, 2016, the parties agreed to amend the ESA to change the project name from Boise City Solar, LLC, to ID Solar 1, correct an omitted word in Article 7.4 of the ESA, and update the information in Appendix B in accordance with physical characteristics of the Facility as it exists. None of the corrections/updates contained in the Amendment change the obligations of the parties under the ESA. These changes are only to correct and update information found within the ESA.

## **II. THE AMENDMENT**

5. The Amendment changes the name of the project as contained within the ESA from Boise City Solar, LLC, to ID Solar 1. Subsequent to the Assignment and

Assumption Agreement executed by the parties on September 17, 2015, ID Solar 1, LLC, desires to change the project name from Boise City Solar, LLC, to ID Solar 1. Under the terms of the Amendment, the project's name is changed to ID Solar 1.

6. The Amendment corrects Article 7.4 of the ESA, whereby "Percentage" was omitted from the second sentence. This correction is needed so that the second sentence of Article 7.4 properly refers to "Pricing Adjustment Percentage" as defined in Article 1.34 of the ESA. By making the correction, the second sentence of Article 7.4 shall read:

All pricing contained within Appendix E for the current applicable month(s) will be multiplied by the Pricing Adjustment Percentage and the resulting revised prices will replace the prices contained within Appendix E until such time as the Seller submits a new Seller Adjustment of Estimated Net Energy Amounts at which time a new Pricing Adjustment Percentage will be calculated and applied in accordance with this paragraph.

7. Subsequent to the Commission's approval of the ESA, the physical characteristics of the Facility were changed based on the configuration, design, and construction of the Facility, including its location. The Amendment provides for the deletion of the original Appendix B in its entirety and substitution by a "Replacement Appendix B." The original Appendix B-1 (Description of Facility) contained in the ESA describes a planned 39.989 MWac dual axis tracking system, whereas the Facility was constructed as a 40 MWac single axis tracking system. The Facility's modified nameplate capacity of 40 MWac is consistent with the Generator Interconnection Agreement and has no material effect on the terms and conditions of the ESA. In addition, the change to a single axis tracking system provides no change to the performance requirements of the ESA. Appendix B-2 (Location of Facility) modifies the physical address, GPS coordinates, and the description of the interconnection location,



as that information was finalized during project construction. None of the updates/corrections to Appendix B change the obligations of the parties as contained in the ESA, nor do they alter the terms and conditions of the ESA.

### **III. PROCEDURE**

8. Given the limited scope of the Amendment, Idaho Power requests that the Amendment be approved without further process.

9. Alternatively, should the Commission determine that further process is required, Idaho Power believes that a hearing is not necessary to consider the issues presented herein and respectfully requests that this Application be processed under Modified Procedure; i.e., by written submissions rather than by hearing. RP 201, *et seq.*

### **IV. COMMUNICATIONS AND SERVICE OF PLEADINGS**

10. Communications and service of pleadings, exhibits, orders, and other documents relating to this proceeding should be sent to the following:

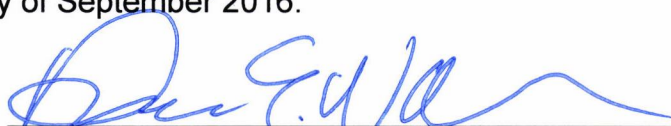
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### **V. REQUEST FOR RELIEF**

11. Idaho Power respectfully requests that the Commission issue an order accepting the First Amendment to the Energy Sales Agreement for the Boise City Solar, LLC Project submitted herewith without change or condition

Respectfully submitted this 1<sup>st</sup> day of September 2016.



DONOVAN E. WALKER  
Attorney for Idaho Power Company

## CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 1<sup>st</sup> day of September 2016 I served a true and correct copy of the within and foregoing APPLICATION FOR APPROVAL OF FIRST AMENDMENT TO ENERGY SALES AGREEMENT upon the following named parties by the method indicated below, and addressed to the following:

**ID Solar 1, LLC**

Attn: Asset Management

ID Solar 1, LLC

3250 Ocean Park Boulevard, Suite 350

Santa Monica, California 90405

<input type="checkbox"/>	Hand Delivered
<input checked="" type="checkbox"/>	U.S. Mail
<input type="checkbox"/>	Overnight Mail
<input type="checkbox"/>	FAX
<input checked="" type="checkbox"/>	E-mail <a href="mailto:assetmanagement@ccrenew.com">assetmanagement@ccrenew.com</a>

  
Christa Bearry, Legal Assistant

**BEFORE THE  
IDAHO PUBLIC UTILITIES COMMISSION**

**CASE NO. IPC-E-16-20**

**IDAHO POWER COMPANY**

**ATTACHMENT 1**

**FIRST AMENDMENT  
TO THE  
ENERGY SALES AGREEMENT  
FOR THE  
BOISE CITY SOLAR, LLC PROJECT**

This First Amendment of the Energy Sales Agreement ("First Amendment") is entered into on this 8<sup>th</sup> day of August, 2016, by and between Idaho Power Company, an Idaho corporation ("Idaho Power") and Boise City Solar, LLC, an Idaho limited liability company, which was subsequently assigned to ID Solar 1, LLC, (individually a "Party" and collectively the "Parties").

WHEREAS, Idaho Power entered into the Energy Sales Agreement on July 17, 2014, (the "ESA") for the purchase and sale of energy from the Boise City Solar, LLC Project (the "Project") with Boise City Solar, LLC approved by the Idaho Public Utilities Commission ("the Commission") in Order No. 33180, Case No. IPC-E-14-20;

WHEREAS, on September 17, 2015, the Parties executed an Assignment and Assumption Agreement whereby Boise City Solar, LLC was assigned and transferred to ID Solar 1, LLC, and ID Solar 1, LLC now desires to change the Project Name from Boise City Solar, LLC to ID Solar 1.

WHEREAS, Article 7.4, second sentence, of the ESA contains a typographical error, whereby "Percentage" after Pricing Adjustment was omitted and should state "Pricing Adjustment Percentage" to match the defined term in Article 1.34;

WHEREAS, the original Appendix B of the ESA contains incorrect and/or outdated Project description information, which is hereby corrected by the attached "Replacement Appendix B";

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** The above-stated recitals are incorporated into and made a part of this Agreement by this reference to the same extent as if these recitals were set forth in full at this point.
2. **Project Name.** The Parties agree that, as of the effective date of this First Amendment, subject to the Commission's approval, that the Project Name shall be changed from Boise City Solar, LLC to ID Solar 1.
3. **Correction to Article 7.4.** The Parties agree that, as of the effective date of this First Amendment, subject to the Commission's approval, that the second sentence of Article 7.4 of the ESA shall read:



"All pricing contained within Appendix E for the current applicable month(s) will be multiplied by the Pricing Adjustment Percentage and the resulting revised prices will replace the prices contained within Appendix E until such time as the Seller submits a new Seller Adjustment of Estimated Net Energy Amounts at which time a new Pricing Adjustment Percentage will be calculated and applied in accordance with this paragraph."

4. **Corrections to Appendix B.** Appendix B to the ESA shall be deleted in its entirety and the attached "Replacement Appendix B" shall be substituted in its stead.

5. **Commission Approval.** The obligations of the Parties under this First Amendment are subject to the Commission's approval of this First Amendment and such approval being upheld on appeal, if any, by a court of competent jurisdiction. The Parties will submit this First Amendment to the Idaho PUC and recommend approval in its entirety pursuant to RP 274.

6. **Effect of Amendment.** Except as expressly amended by this First Amendment, the ESA shall remain in full force and effect.

7. **Capitalized Terms.** All capitalized terms used in this First Amendment and not defined herein shall have the same meaning as used in the ESA.

8. **Scope of Amendment.** This First Amendment shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, executors, administrators, successors, and assigns, who are obligated to take any action which may be necessary or proper to carry out the purpose and intent thereof.

9. **Authority.** Each Party represents and warrants that (i) it is validly existing and in good standing in the state in which it is organized, (ii) it is the proper party to amend the ESA, and (iii) it has the requisite authority to execute this First Amendment.

10. **Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be duly executed as of the date above written.

IDAHO POWER COMPANY

By: Tessia Park

Name: Tessia Park

Title: Vice President, Power Supply

ID SOLAR 1, LLC

By: [Signature]

Name: Lewis Reynolds

Title: Manager

REPLACEMENT APPENDIX B

FACILITY AND POINT OF DELIVERY

Project Name: ID Solar 1

Project Number: 25088520

B-1 DESCRIPTION OF FACILITY

*(Must include the Nameplate Capacity rating and VAR capability (both leading and lagging) of all Generation Units to be included in the Facility.)*

*ID Solar 1 will be a 40 MW (AC) utility scale single axis tracking solar generation facility. The technology planned will utilize poly crystalline solar modules with Tier 1 inverters.*

Nameplate: 40 MW (AC)

*Var Capability (Both leading and lagging) Leading is 1.0 Lagging is 1.0*

B-2 LOCATION OF FACILITY

Near: South Cloverdale Road

Actual or nearest physical street address: 18106 S. Cloverdale Road, Kuna, ID 83634

GPS Coordinates:      Latitude Decimal Degrees: 43.4332

Longitude Decimal Degrees: -116.3193

State: Idaho County: Ada

Description of Interconnection Location: Southeast corner of the intersection of Barker and Cloverdale Roads in Ada County, Idaho.

B-3 SCHEDULED FIRST ENERGY AND OPERATION DATE

Seller has selected December 1, 2015 as the Scheduled First Energy Date.

Seller has selected January 16, 2016 as the Scheduled Operation Date.

In making these selections, Seller recognizes that adequate testing of the Facility and completion of all requirements in paragraph 5.2 of this Agreement must be completed prior to the project being

granted an Operation Date.

**B-4 MAXIMUM CAPACITY AMOUNT:**

This value will be 40 MW (AC) which is consistent with the value provided by the Seller to Idaho Power in accordance with the GIA. This value is the maximum energy (MW) that potentially could be delivered by the Seller's Facility to the Idaho Power electrical system at any moment in time.

**B-5 POINT OF DELIVERY**

"Point of Delivery" means, unless otherwise agreed by both Parties, the point of where the Seller's Facility energy is delivered to the Idaho Power electrical system. The GIA will determine the specific Point of Delivery for this Facility. The Point of Delivery identified by the GIA will become an integral part of this Agreement.

**B-6 LOSSES**

If the Idaho Power Metering equipment is capable of measuring the exact energy deliveries by the Seller to the Idaho Power electrical system at the Point of Delivery, no Losses will be calculated for this Facility. If the Idaho Power Metering Equipment is unable to measure the exact energy deliveries by the Seller to the Idaho Power electrical system at the Point of Delivery, a Losses calculation will be established to measure the energy losses (kWh) between the Seller's Facility and the Idaho Power Point of Delivery. This loss calculation will be initially set at 2% of the kWh energy production recorded on the Facility generation metering equipment. At such time as Seller provides Idaho Power with the electrical equipment specifications (transformer loss specifications, conductor sizes, etc.) of all of the electrical equipment between the Facility and the Idaho Power electrical system, Idaho Power will configure a revised loss calculation formula to be agreed to by both parties and used to calculate the kWh Losses for the remaining term of the Agreement. If at any time during the term of this Agreement, Idaho Power determines that the loss calculation does not correctly reflect the actual kWh losses attributed to the electrical equipment between the

Facility and the Idaho Power electrical system, Idaho Power may adjust the calculation and retroactively adjust the previous month's kWh loss calculations.

B-7 NETWORK RESOURCE DESIGNATION

Idaho Power cannot accept or pay for generation from this Facility until the Facility has achieved the status of being an Idaho Power designated network resource ("DNR"). Federal Energy Regulatory Commission ("FERC") rules require Idaho Power to prepare and submit the application to achieve DNR status for this Facility. Because much of the information Idaho Power needs to prepare the DNR application is specific to the Seller's Facility, Idaho Power's ability to file the DNR application in a timely manner is contingent upon timely receipt of the required information from the Seller. Prior to Idaho Power beginning the process to enable Idaho Power to submit a request for DNR status for this Facility, the Seller shall have 1) filed a Generation Interconnection application, 2) submitted all information required by Idaho Power to complete the application, and 3) either executed this Agreement or, at a minimum, provided Idaho Power with confirmation of the Seller's intent to complete this Agreement in a timely manner. **Seller's failure to provide complete and accurate information in a timely manner can significantly impact Idaho Power's ability and cost to attain the DNR designation for the Seller's Facility and the Seller shall bear the costs of any of these delays that are a result of any action or inaction by the Seller.**